DotCapetown Launch Policy

Version 3
27 June 2014

CapeTown.Registry.Net.Za

Contents

1. Introduction

1.1. The launch phase provides for the introduction of the dotCapetown TLD in an orderly and equitable manner. Its purpose is to give reasonable protection and priority to stakeholders and certain prior rights holders, as well as to deter abusive and bad faith registrations. The dotCapetown Launch policy is also designed to facilitate reliability for ICANN accredited registrars and the ZACR and fair competition amongst registrants. It is intended to create a stable and effective launch and registration process for the benefit of various stakeholders and the Internet community at large.

1.2. The launch process described in this document is derived from the framework referenced in the registry agreement with ICANN. This framework incorporates the views gathered from representatives of the City of Cape Town, and in-depth discussions and consultation with the community throughout the comprehensive clarification process. It reflects the feedback and suggestions ZACR received in the proposal and approval process with ICANN. This document forms the complete policy and process adopted by ZACR for the launch phase of the dotCapetown Registry.

1.3. Two periods have been combined to form the launch phase. ICANN requires that all new gTLD launches include a Sunrise Period during which holders of rights to names can register domain names before the general public is allowed to do so.

1.4. The landrush period is intended to allow parties which do not have prior rights to a name to register the name before it is opened to general registration on a first-come-first served basis. Such domain names are generally commercially valuable, and multiple applications for the same domain name will resolved by way of auction.

1.5. Combining the application periods for Sunrise and Landrush allows for a simpler launch process, while still maintaining the priority of prior rights holders.

2. Definitions

2.1. **"Accredited Registrar"** means an ICANN Accredited Registrar that is also accredited by the dotCapetown Registry for the dotCapetown TLD.

2.2. "**Auction Policy**" means the Registry's Auction Policy for resolving domain name contentions arising from applications made during the Launch Phase.

2.3. "**Applicant**" means the applicant for registration of a domain name under this policy.

2.4. "**dotCapetown TLD**" is used for convenience to refer to the .capetown TLD.

2.5. "**dotCapetown Registry"** or **"Registry**" means the TLD Registry sponsored and operated by ZACR in respect of the dotCapetown TLD.

2.6. "**Eligibility Requirements**" means the requirements that a Sunrise Application must meet as set out in clause 5.

2.7. "**Fee Schedule**" means the list of domain name registration and renewal fees made available by the Registry on the Registry Website.

2.8. "**General Registration**" means the normal operation of the dotCapetown TLD when it will be opened for general domain name registrations. This will occur after the end of the Launch Phase.

2.9. "**ICANN**" means Internet Corporation for Assigned Names and Numbers.

2.10. "**IDN**" means Internationalised Domain Names, which are Domain Names that contain IDNs are Internet Domain Names that contain non-ASCII (American Standard Code for Information Interchange) characters, and are displayed in software applications, in whole or in part, in a language-specific script or alphabet, such as Arabic, Chinese, Russian, Tamil or the Latin alphabet-based characters with diacritics, such as French. For example, a string in traditional Chinese commonly has an equivalent simplified Chinese. A potential example in Latin characters is encyclop**æ**dia and encyclop**ae**dia".

2.11. "**Landrush Application**" means an application for registration of a domain name made during the Landrush Period where the applicant has NOT been issued with an SMD for that domain name string.

2.12. "**Landrush Period**" refers to a period during the Launch Phase where applicants who have no prior right to a domain name can apply to register it as described in this policy.

2.13. "**Launch Phase**" means a phase during the launch of the dotCapetown TLD consisting of the Sunrise Period and the Landrush Period.

2.14. "**MVS**" or "**Mark Validation System**" means the trade mark information aggregation, notification, and validation service retained by the Registry.

2.15. "**MVS Watch Services**" means the Watch Service and the Claims Service described in the MVS Guidelines available at www.MarkValidation.co.za.

2.16. "**Mark**" means one of the rights to a name as set out in clause 5.1.1.

2.17. "**Premium Fee**" means the additional fee set out in the Premium Names List which is payable for registration of a domain name that is listed there.

2.18. "**Premium Names List**" means the list of domain names drawn up by the Registry that have a high anticipated demand, and which is published on the Registry Website.

2.19. "**Published Policies**" means those specifications and policies established and published by the Registry from time-to-time relating to the administration of domain names generally and/or those under the dotCapetown TLD in particular.

2.20. "**Registrar Portal**" means the Internet website made available exclusively to Accredited Registrars by the Registry at URL https://www.registry.net.za/login.php.

2.21. "**Registered Mark**" means a trade mark or equivalently registered mark that is registered and in full force and effect in any jurisdiction.

2.22.   "**Registry Website**" means Internet website at URL https://www.registry.net.za .

2.23. "**SDRP**" or "**Sunrise Dispute Resolution Policy**" means the dispute resolution policy described in clause 14.1.

2.24. "**SMD**" means a signed mark data file.

2.25. "**Sunrise Application**" means an application made during the Sunrise Period by an Applicant who has been issued with an SMD for that domain name string.

2.26. "**Sunrise Period**" refers to a period during the launch of the dotCapetown TLD when holders of rights to names can register corresponding domain names, as required by ICANN.

2.27. "**Sponsoring Registrar**" means the Accredited Registrar that placed or which currently administers the record associated with a domain name in the Registry.

2.28. "**TLD**" means a Top Level Domain of the domain name system.

2.29. "**TMCH**" means the Trademark Clearinghouse, the trade mark information aggregation, notification, and validation service mandated by ICANN for use during the Sunrise Period.

2.30. "**TMCH Claims Services**" means the claims service as described in the "Trademark Clearinghouse Rights Protection Mechanism Requirements" published by ICANN at http://newgtlds.icann.org/en/about/trademark-clearinghouse

2.31. "**ZACR**" means ZA Central Registry NPC, a non-profit company incorporated in the Republic of South Africa.

3. Scope & Documentation

3.1. This document sets out the launch policies and procedures for the dotCapetown Registry only. Specific dates of the Launch Phase will be announced in good time by the Registry on the Registry Website.

4. General Overview

4.1. Both Sunrise Applications and Landrush Applications must be made during the Launch Phase, but Sunrise Applications will be finalised first.

4.2. The Landrush Period will run for 120 days, and the Sunrise Period will run for the first 90 days of the Launch Phase. At the end of the Sunrise Period, Sunrise Applications will be processed and domain names will be registered to the successful applicants. Contended Sunrise Applications will be resolved by way of auction.

4.3. In order to make a Sunrise Application, Applicants must first validate and match the Marks they wish to register as corresponding domain name strings. They can do this using the TMCH or the MVS. The data required for the verification of such rights will be provided by the TMCH and MVS. A Signed Mark Data (SMD) identifier will be provided to Applicants for each validated Mark before the commencement of the Launch Phase by the TMCH or the MVS as the case may be.

4.4. Sunrise Applications must be made during the Sunrise Period, and can only be made via an Accredited Registrar. Applicants must submit the provided Signed Mark Data (SMD) identifier as part of the application. Sunrise Applications must meet the Eligibility Requirements.

4.5. Sunrise Applications supported by TMCH SMDs will be processed and allocated before Sunrise Applications supported by MVS SMDs.

4.6.   Multiple Sunrise Applications for the same domain name string are accepted in the Sunrise Period. If only one application meets the Eligibility Requirements, the domain name will be allocated to that Applicant. If more than one application meets the Eligibility Requirements, the Application with the highest priority ranking will be successful. If two or more applications share the top priority ranking, the Applicants will be invited to bid for the domain name in accordance with the Auction Policy.

4.7.   The Landrush Period will run for the full 120 days of the Launch Phase. At the end of the Landrush Period, and once the Sunrise Applications have been finalised, the Landrush Applications will be processed, and domain names will be registered to those successful applicants. If more than one Landrush Application is made in respect of the same domain name string, all the Applicants will be invited to bid for the domain name in accordance with the Auction Policy.

4.8.   After the Launch Phase has been concluded the TLD will be opened to General Registration.

4.9.   The launch process is outlined in the figure below with the following applicable dates:

- Sunrise Start Date: **1 July 2014**
- Landrush Start Date: **1 July 2014**
- Sunrise End Date: **1 October 2014**
- Landrush End Date: **3 November 2014**
- General Availability and Claims Period Start Date: **4 November 2014**
- Claims Period End Date: **3 February 2015**

.CapeTown .Durban .Joburg
Start-up Events Timeline
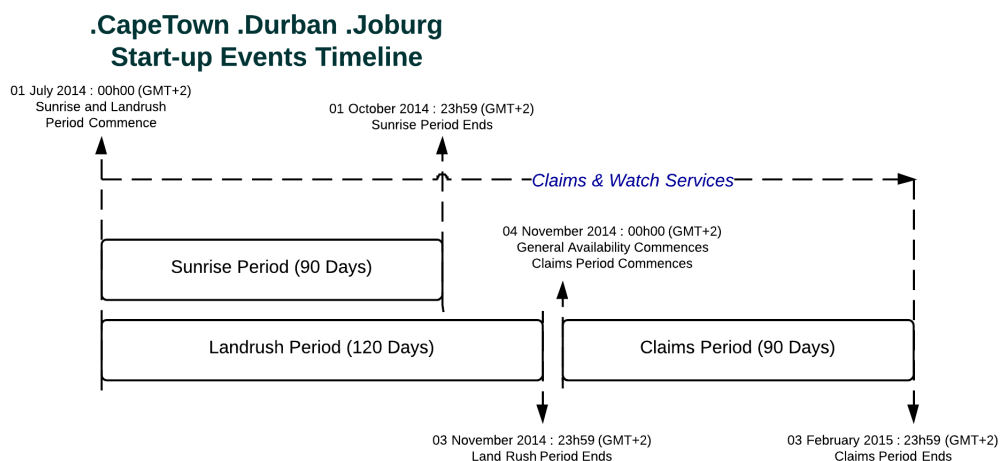
5.   Eligibility Requirements for Sunrise Applications

5.1.   In order to register a domain name through a Sunrise Application, the Applicant must meet the following requirements:

5.1.1.   The Applicant must be the owner or licensee of one of the following:

5.1.1.1. a nationally or regionally Registered Mark from any jurisdiction;

5.1.1.2. a Mark that has been validated through a court of law or other judicial proceeding in any jurisdiction;

5.1.1.3. a Mark protected by a statute or treaty in effect at the time the Mark was submitted to the TMCH or MVS for inclusion;

5.1.1.4. the name of a company, trust or other juristic entity registered according to the Applicant's national law OR a business or trading name registered according to the Applicant's national law; or

5.1.1.5. an unregistered or "common law" trade mark.

5.1.2. The rights to the Mark must be in full force and effect.

5.1.3. The rights to any Mark must have existed for at least 12 (twelve) months before the commencement of the Launch Phase.

5.1.4. The Applicant must be able to show evidence of use of the Mark in the case of all categories set out in clause 5.1.1 apart from 5.1.1.3.

5.1.5. The Mark must have been validated by the TMCH or the MVS, which will validate that the above eligibility criteria have been met. The validation requirements are set out in the documentation relating to the TMCH and MVS as the case may be.

5.1.6. The Applicant must have been issued with an SMD in respect of that Mark from the TMCH or the MVS.

5.2. Marks that would otherwise qualify as Registered Marks will not be accepted for these purposes if they are still subject to the trade mark application process (or equivalent), within any opposition period or were the subject of successful invalidation, cancellation or rectification proceedings.

6. Priority of Marks in Sunrise Applications

6.1. If more than one Sunrise Application is made for the same domain name during the Launch Phase, the Applicant whose Mark has the highest priority ranking will be successful.

6.2. The priority of Marks will be as follows, in descending order of priority ranking:

Priority Ranking	Type of Mark
1st	Marks in respect of which an SMD has been issued by the **TMCH** which are: • Registered Marks which are registered in South Africa • Marks that have been validated through a court of law or other judicial proceeding in South Africa • Marks protected by a statute or treaty anywhere in the world

2nd	Marks in respect of which an SMD has been issued by the **TMCH** which are:	
	• Registered Marks which are registered in any jurisdiction outside of South Africa	
	• Marks that have been validated through a court of law or other judicial proceeding in any jurisdiction outside of South Africa	
3rd	Marks in respect of which an SMD has been issued by the **MVS** which are:	
	• Registered Marks which are registered in South Africa	
	• Marks that have been validated through a court of law or other judicial proceeding in South Africa	
	• Marks protected by a statute or treaty anywhere in the world	
4th	Marks in respect of which an SMD has been issued by the **MVS** which are:	
	• Registered Marks which are registered in any jurisdiction outside of South Africa	
	• Marks that have been validated through a court of law or other judicial proceeding in any jurisdiction outside of South Africa	
5th	• Names of companies, trusts or other juristic entities registered according to South African law in South Africa; Business or trading names registered according to South African law in South Africa	
	• Unregistered or "common law" trade marks in South Africa	
6th	• Names of companies, trusts or other juristic entities registered according to the Applicants' national law in any jurisdiction outside of South Africa; Business or trading names registered according to the Applicants' national law in any jurisdiction outside of South Africa	
	• Unregistered or "common law" trade marks in any jurisdiction outside of South Africa	

6.3.   Where two or more applications have equal priority ranking, the Applicants will be invited to bid for the domain name applied for in accordance with the Auction Policy.

6.4.   Sunrise Applications will always take priority over Landrush Applications.

7.   Launch Phase

7.1.   The Launch Phase will run for a period of 120 (one hundred and twenty) days, and Sunrise and Landrush Applications can only be made during this period. The Sunrise Period will run for the first 90 days of the Launch Phase.

7.2. While both types of application will be made during the Launch Phase, all Sunrise Applications will be finalised (with the exception of contended strings) before consideration is given to Landrush Applications.

7.3. The Registry will give notice of the commencement of the Launch Phase in good time.

8. Application Process

8.1. Both Sunrise and Landrush Applications must be made through Accredited Registrars.

8.2. It is the responsibility of the Applicant to provide full, accurate and up-to-date information in the application.

8.3. Once an application has been submitted, it cannot be amended; erroneous applications must be withdrawn and the application must be made afresh.

8.4. Domain names containing IDNs will not be registered during the Launch Phase.

8.5. Domain name strings described in clause 13 will not be available for registration during the Launch Phase.

8.6. The Registry reserves the right to publish the details of all applications made during the Launch Phase.

8.7. Sunrise Applications

8.7.1. For the avoidance of doubt, while Sunrise Applications in respect of Marks supported by a TMCH SMD are made at the same time as Sunrise Applications in respect of Marks supported by an MVS SMD, this is done purely for the sake of convenience. The former applications are made during a "Sunrise Period" and the latter during a "Limited Registration Period", both as described in the "Trademark Clearinghouse Rights Protection Mechanism Requirements" published by ICANN at http://newgtlds.icann.org/en/about/trademark-clearinghouse, which will run concurrently.

8.7.2. Prior Validation

8.7.2.1. Before making an application for a domain name during the Sunrise Period, Applicants must first validate their rights by making use of the TMCH or MVS.

8.7.2.2. All proof of right, including documentary evidence, will be submitted to the TMCH or MVS as part of the validation process.

8.7.2.3. For further information on the TMCH, see the website at www.trademark-clearinghouse.com. For further information on the MVS, see the website at www.MarkValidation.co.za.

8.7.3. Application Process

8.7.3.1. All applications must be accompanied by the SMD issued by the TMCH or the MVS in respect of the string being applied for.

8.7.3.2. The information contained in the Sunrise Application must correspond with the records held by the TMCH or MVS, as determined by the SMD.

8.7.3.3. Upon receipt of the Application, the Registry will confirm the validity of the SMD and will use the jurisdictional and other relevant data linked to it in processing the Application.

8.7.3.4. In the case of an application in respect of a Mark validated via the MVS, if the Registry determines that an Application meets the Eligibility Requirements but the Sponsoring Registrar has not provided the relevant SMD, the Registry may request the MVS to send a rights verification request to the Mark Holder as reflected in the MVS. The Mark Holder must use the URL provided in the request to upload the SMD in order to proceed with the application.

8.7.3.5. Registration will NOT be made on a first-come-first-served basis; all applications during the Sunrise Period, which meet the Eligibility Requirements, will be processed after the end of the Launch Phase.

8.7.3.6. Any application that does not meet the Eligibility Requirements will be rejected.

8.8. Landrush Applications

8.8.1. Applicants making Landrush Applications are not required to show any right to the domain name applied for, but a higher registration fee will be payable for registering the domain name during the Launch Phase.

8.8.2. If a Mark matching the domain name string applied for has been listed in the TMCH or the MVS, the Sponsoring Registrar will send a claims notice to the Applicant notifying the Applicant of that prior right. Before the application will proceed, the Applicant must confirm its intention to proceed with the registration nonetheless.

8.8.3. Registration of domain names from Landrush Applications will not be made on a first-come-first-served basis; all applications will be processed after the end of the Launch Phase.

9. Processing of Applications

9.1. Sunrise Applications will be finalised before processing of Landrush Applications begins.

9.2. All Sunrise Applications in respect of Marks supported by a TMCH SMD will be processed and allocated before Sunrise Applications in respect of Marks supported by an MVS SMD.

9.3. If any Sunrise Application is the subject of a dispute as described in clause 14, the corresponding domain name may be entered in the reserved name list and will in that case not be available for registration via a Landrush Application or during general availability, pending resolution of the dispute.

9.4. Sunrise Applications

9.4.1. Given the context of the dotCapetown Registry, it is likely that different parties would hold rights in the same mark in different trade mark offices, different mark

classes or different countries. As such, there may be situations where two or more Applicants meet the Eligibility Requirements for the same domain name. The applications will be checked by the dotCapetown Registry for cases where multiple applications have been made for the same domain name by different Applicants.

9.4.2. If an application is the only application for a domain name and meets the Eligibility Requirements, it will proceed to registration.

9.4.3. If more than one application is made of a particular domain name, then the applications will be ranked according to their priority as set out in clause 6, and the application with the highest-ranking Mark will be successful.

9.4.4. If the top ranking in respect of a particular domain name is shared by two or more Marks, then the Applicants will be invited to take part in an auction of the domain name as described in the Auction Policy.

9.5. Landrush Applications

9.5.1. All Landrush Applications that are not contested and that are available will proceed to registration.

9.5.2. If two or more Applicants have made Landrush Applications in respect of a particular domain name, then the Applicants will be invited to take part in an auction of the domain name as described in the Auction Policy.

10. Watch and Claims Services

10.1. The Registry will support the TMCH Claims Services from the beginning of the Launch Phase and thereafter for the first 90 days of General Registration.

10.2. The Registry will support the MVS Watch Services from the beginning of the Launch Phase and thereafter for an indefinite period.

10.3. "Identical match" means that a domain name applied for consists of the complete and identical textual elements of the Mark. In this regard: (a) spaces contained within a Mark that are either replaced by hyphens (and vice versa) or omitted; (b) only certain special characters contained within a trademark are spelled out with appropriate words describing it (@ and &); (c) punctuation or special characters contained within a mark that are unable to be used in a second-level domain name may either be (i) omitted or (ii) replaced by spaces, hyphens or underscores and still be considered identical matches; and (d) no plural and no "marks contained" would qualify for inclusion.

11. Period of Validity of Domain Names Registered during the Launch Phase

11.1. Any domain name registered as a result of a successful Sunrise Application will be validly registered for a period of three (3) years.

11.2. All other domain names registered during the Launch Phase will be validly registered for a period of one (1) year.

12.   Pricing

12.1.   All registration fees will be paid by the Sponsoring Registrar to the Registry.

12.2.   Fees payable for registrations resulting from applications during the Launch Phase will be as follows:

12.2.1.   All registrations will be subject to the base registration fee, which will differ between Sunrise Applications and Landrush Applications. Fees will be as set out in the Fee Schedule.

12.2.2.   However if the domain name appears in the Premium Names List, the Premium Fee will be payable in place of the base registration fee.

12.2.3.   If the domain name registration is subject to an auction process, the winning bid will be added to the base registration fee. If the domain name being auctioned appears in the Premium Names List, the Premium Fee will constitute the minimum or "reserve" bid at the auction as described in the Auction Policy.

12.3.   Renewals fees for registrations resulting from applications during the Launch Phase will be the same as for any other domain name.

13.   Unavailable Names

The Registry is obliged by its Registry Agreement with ICANN to reserve certain names from registration or to allocate them to itself, and will also reserve names for internal administrative purposes. Because dotCapetown is a geographic TLD, the Registry is also obliged to reserve certain names for governmental authorities. These names will not be available for registration and include:

13.1.   Names entered in the Government Reserved Names List (registered as part of a Qualified Launch Program as described in clause 4.5.1 of the TMCH Requirements, read with the "Qualified Launch Program Addendum").

13.2.   The following strings must be reserved for technical reasons: the ASCII labels EXAMPLE, WWW, RDDS, WHOIS and NIC at all levels of the dotCapetown TLD.

13.3.   All two-character ASCII labels such as ".ke" and ".za" in the second level of the TLD.

13.4.   Names reserved for use in connection with the operation of the Registry, for example "registry.capetown".

13.5.   Certain intergovernmental organisation names and acronyms.

13.6.   Names that may cause technical disruption or issues around the DNS system, including gTLDs and auto-Configuration Domains. Technical Names will be inserted and deleted by the Registry in its sole and unfettered discretion.

13.7.   Country and Territory Names.

14. Disputes

14.1. The Sunrise Dispute Resolution Policy will allow for challenges to Sunrise registrations which relate to how the Registry applies its registration policies and allocation methodologies, including on the grounds that the domain name that was registered does not match the SMD on which the successful Applicant based its Sunrise Application.

14.2. Domain name disputes which fall outside of the ambit of the Sunrise Dispute Resolution Policy will be resolved in terms of the dispute resolution policies adopted for general application to the dotCapetown TLD, and Applicants, Sponsoring Registrars and the Registry are bound to submit to adjudication of domain name disputes under such policies, and to comply with any resulting decisions.

15. Lookup Service

15.1. A lookup service may be available during the Launch Phase. Applicants may review submitted information for a particular application via a web-based WHOIS-like interface provided by the Registry. To utilise this service, the interface will require the domain name applied for in order to correctly access that specific application. In addition to the information returned through a lookup enquiry, Applicants will also be able to review information relating to the assigned domain contact objects.

15.2. The Registry may charge a fee for access to the lookup service as set out on the Registry Website.

15.3. Accredited Registrars must not provide a lookup or WHOIS service for dotCapetown applications during the Launch Phase.

16. Registrar Responsibilities

16.1. General provisions for the conduct and responsibilities of Sponsoring Registrars are included in the dotCapetown Registry-Registrar Agreement (RRA) and the Published Policies. Both the Sponsoring Registrar and the Applicant (as described for the registered name holder) will be bound by those relevant provisions in the RRA until such time as an Applicant's application for a domain name is declined and no disputes are outstanding. For example, the warranties given by the Applicant that the submitted data is true and reflect the true understanding of the Applicant that it agrees to submit to dispute resolution processes, etc; and for Sponsoring Registrars, the communication with the Applicant, customer support and indemnity requirements.

17. Miscellaneous Provisions

17.1. **Modifications, Guidelines and Enforceability**

17.1.1. The Registry may issue interpretive guidelines on the Registry Website regarding the terms of this launch policy. The dotCapetown Registry may modify this policy from time to time, and modifications will take effect at the time they are announced on the Registry Website and without prior notice to Applicants, registrars or registrants.

17.1.2. If any part of this policy is declared invalid or unenforceable for any reason, the remainder of this policy will remain valid and enforceable as if the invalid or unenforceable part were not included herein.

17.1.3. There will be substituted for any invalid or unenforceable provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of this policy, taking into account all other applicable rules and policies.

17.2. Limitation of Liability and Decisions by Registry

17.2.1. To the extent allowed under mandatory law, the Registry will only be liable where the Registry's gross negligence or wilful misconduct is proven. In no event will the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on delict (including negligence) or otherwise arising, resulting from or related to registration or use of a domain name or to the use of its software or website, even if it has been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register or not to register a domain name on the basis of the findings of the Registry as well as the consequences of those decisions.

17.2.2. To the extent allowed under mandatory law, the Registry's liability for damages will in any case be limited to an amount equal to the application fee paid to the Registry (that is, the fees collected from the Sponsoring Registrar by the dotCapetown Registry for the submission of the corresponding application, not including any other fees paid by the registrant for the acquisition of the domain, such as fees paid to the Sponsoring Registrar or auction fees) in the context of submitting the application. The Applicant agrees and accepts that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by the Applicant in the context of any proceedings initiated against a decision by the Registry to register or not to register a domain name). The Applicant further agrees to submit to the disputes procedure described in clause 14 or such other appropriate dispute resolution mechanism provided by the Registry, or ICANN as the case may be, for disputes arising from the start-up process and related allocation of domain names.

17.2.3. The Applicant will hold the Registry harmless from claims filed or disputes initiated by third parties, and will indemnify and compensate the Registry for any costs or expenses incurred or damages for which it may be held liable as a result of third parties taking action against it on the grounds that the application for or the registration or use of the domain name by the Applicant infringes the rights of a third party.

17.2.4. For the purposes of this clause, the term "Registry" also refers to its members and subcontractors, including the MVS provider, and each of their respective directors, agents and employees.

17.2.5. The obligations of Sponsoring Registrars are laid out in the Registry-Registrar Agreement. Such obligations include the conformance with this policy.

--------------ooOoo--------------